



Master Intermodal Transportation Agreement (MITA)

Union Pacific Exempt Circular MITA 2-A

(Cancels MITA 2)

Governing Rules Circular

Terms/Conditions for Transportation of Intermodal Shipments

THE TERMS AND PROVISIONS OF THIS MASTER INTERMODAL
TRANSPORTATION AGREEMENT ARE SUBJECT TO CHANGE
WITHOUT NOTICE.

Issued By:
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Union Pacific Railroad Company
1400 Douglas Street Omaha, NE 68179

Issued: February 22, 2006
Effective: March 1, 2006

MITA 2-A

EXHIBIT 15

10. UPRR's maximum liability for US inland loss or damage shall be limited to \$500.00 per package as described in the Ocean Bill of Lading on international Shipments where the Shipper has released the Shipment under an Intermodal or Ocean Bill of Lading to the ocean carrier with a per package or customary freight unit limitation of liability applicable by agreement and/or pursuant to 46 U.S.C. Section 1304(5).
11. UPRR will not be liable for any amount in excess of Two Hundred Fifty Dollars (\$250.00) per Shipment for internal revenue taxes paid or determined and customs duties paid on distilled spirits, wines, and beer previously withdrawn from bond, which were lost, rendered unmarketable, or condemned by a duly authorized official by reason of fire, flood, casualty, or other disaster, or breakage, destruction, or other damage (but not including theft) resulting from vandalism or malicious mischief, if such damage or disaster occurred within the United States, and if such distilled spirits, wines or beer were held and intended for sale at the time of such disaster or other damage.
12. UPRR liability for visible damage to the Intermodal Unit or theft, as evidenced by a Seal breach, shall terminate upon acceptance by the destination Drayman, as evidenced by a clear record on the Connecting Carrier or motor carrier Interchange document.
13. In the absence of any other evidence, a Seal breach will not create a presumption of loss to or contamination of the cargo.
14. for any Commodity that is in an Intermodal Unit that has been loaded so that the combined weight of the Intermodal Unit and the Commodity exceed 65,000, or violates any federal, state, or local law, statute, ordinance, or regulation. Shipper agrees to reimburse UPRR or any rail carrier party to any agreement or document that refers to this MITA under which the Commodity moved for any fines or costs relating to overweight loads.
15. UPRR will not be responsible for loss or damage to any food or Commodity shipped in porous packaging. No Claims will be paid for freight loss, contamination or damage that occurs to any Commodity that is not shipped in sealed and non-porous packages or materials.
16. No Claim will be paid for any Commodity that is placed into a defective Container when the defect could have been discovered by inspection or reasonable diligence of the origin Shipper or its Agent.

D. Loss or Damage Verification and Disposition Provisions:

1. UPRR has the right to open units at any time to inspect, weigh or reject Shipments at origin, Enroute or at destination.
2. UPRR reserves the right to inspect damaged cargo. In the event UPRR has notified Shipper or receiver that UPRR is invoking this right, as a condition precedent to recovery of any Claim, the Receiver must retain the damaged Commodity as discovered in the Intermodal Unit until released by UPRR. The Receiver must immediately notify UPRR upon discovery of any damage and allow destination rail carrier or its Agent to inspect the Commodity.
3. Failure by UPRR to inspect damaged Commodity for whatever reason will not relieve the burden of the claiming party to establish that the Commodity was received in a damaged condition nor will it be considered an admission of liability by UPRR.
4. Shippers and/or Receiver must take all reasonable steps to mitigate their damages by accepting damaged cargo unless it is of no value or is without salvage value. Shippers and/or Receivers may not abandon Shipments to UPRR that are damaged, partially damaged or those that retain any salvage value. UPRR may offer Customers who retain damaged cargo an allowance. Such allowances are granted to assist in mitigating losses and do not establish UPRR liability. Undamaged cargo that is abandoned to UPRR shall be sold for the account of